

Service Level Agreement Connectivity

Introduction:

The purpose of this Service Level Agreement (SLA) is to clearly define Key Performance Indicators (KPIs) associated with the Connectivity service, and its management of the overall quality. In this SLA, words or phrases will have the same meaning as in the Connectivity End User Agreement, unless and to the extend the context requires otherwise.

1. Service Level Agreement

1.1 Support

Support responsibilities and procedures are described in the Master Service Level Agreement.

1.2 Service Availability

Connectivity uptime is defined as the ability to transport data via the Weritech network and the carrier network. The local loop is not covered by this SLA (the local loop is the physical connection between the IS/RA point on-site and the DSLAM (Digital Subscriber Line Access Multiplexer) in the district exchange. Service availability is monitored 7/24/365 with automatic alerting, Weritech's engineers are on standby 24/7/365.

Service Plan	Service Level	Annual Service Availability	Response time	Mean time to restore service
Standard	08h00 – 18h00 CET business hours	95%	One hour	Best effort
Extended	07h00 – 23h00 CET	99,6%	One hour	95% ≤ 8 hours
Always	24/7/365	99,9%	One hour	95% ≤ 6 hours

1.3 Data Security and Information Lifecycle Management

Connectivity backend systems run on redundant infrastructure with the highest possible security measures in place - according to current industry standards and good practices - in order to protect the confidentiality and integrity of the data transported.

The Support Team operates Service Organization Controls (SOC 1) Type II and PCI certified data centers designed to keep critical IT infrastructure running 24xForever.

Data encryption of transported data is outside the scope of this Service.

1.4 Data location

The geographic location(s) where personal data may be stored or otherwise processed by the Support Team are stated in the Processor Agreement and List of locations where personal data may be processed attached to this services Terms and Conditions.

2. Compensation regulation

For each commenced hour that the Cloud Service has been unavailable longer than agreed upon under this SLA, in a preceding calendar year, a credit note will be issued in accordance with the pro rata costs for one day of the monthly amount after a claim is received and granted.

The maximum credit amount paid based on this SLA can never exceed the amount the Customer would owe Weritech for the Cloud Service to which the Malfunction relates, in case no credit was applied.

Compensation calculation example:

- The Customer has a Cloud Subscription. Purchase amount is € 478.50 per month;
- The Customer has an agreement per April 1st. The Cloud Service is deemed to have been available between January 1st and April 1st;
- Cloud Service was unavailable for 16 hours on August 18th;
- In accordance with this SLA, an availability guarantee of 99.9% is applicable for this Cloud Service. This means that the Cloud Service may be unavailable for 8.76 hours per calendar year;
- The Cloud Service was unavailable for 16 hours. This is an excess of (16 hours – 8.76 hours) 7.24 hours. For the credit, this number is rounded up to 8 hours;
- Costs of the Cloud Service per month: € 478.50;
- Pro rata costs for one day: € 478.50 / (average number of days in a month (=30)) = € 15.95.
- Compensation for the calendar year: 8 x € 15.95 = € 127.60

The compensation as mentioned is only applicable if the non-compliance is attributable to Weritech. The compensation serves as only financial compensation for non-fulfilment of this SLA in any way by Weritech. The Customer is not entitled to any (other) damages and has no right to any other or further restitution, and the Customer is not entitled to cancel or terminate the SLA and/or the Cloud End User Agreement for this reason. The Customer must submit a written request to claim the compensation, within 4 weeks after the end of the calendar year, to which documents must be attached showing the existence and content of the claims. If this requirement is not met, the Customer will lose the entitlement to compensation. If and when the Customer claims compensation, the Customer acknowledges that the amount will be settled by issuing a credit note. Weritech has the right to set off the settlement with any outstanding payments.